

AMENDMENT TO UNDERTAKINGS

This Amendment to Undertakings ("Amendment"), dated as of May 18, 2007, is entered into by and among PacifiCare of California ("PCC"), PacifiCare Life and Health Insurance Company ("PLHIC"), UnitedHealth Group Incorporated ("UnitedHealth"), PacifiCare Health Systems, LLC, formerly known as Point Acquisition, LLC ("Acquisition LLC"), the Department of Managed Health Care ("DMHC") and the California Department of Insurance ("CDI"), with reference to the following facts:

WHEREAS, PCC, UnitedHealth, Acquisition LLC and PacifiCare Health Systems, Inc. ("PHS") executed Undertakings Provided as Part of PacifiCare of California Notice of Material Modification Regarding Proposed Change in Control of Ultimate Parent Company, dated December 19, 2005 (the "DMHC Undertakings");

WHEREAS, PLHIC and UnitedHealth executed Undertakings to California Department of Insurance, dated December 19, 2005, in connection with the UnitedHealth Group Incorporated Form A Statement Regarding the Acquisition of Control of a Commercially Domiciled Insurer (the "CDI Undertakings");

WHEREAS, PHS has been merged into Acquisition LLC and Acquisition LLC has been renamed PacifiCare Health Systems, LLC ("PHS LLC");

WHEREAS, Undertaking 20(b)(2) of the DMHC Undertakings and Undertaking 15(b)(2) of the CDI Undertakings provide that UnitedHealth agrees to join as a participant and funder in the California Funders Strategy Project;

WHEREAS, UnitedHealth participated in several meetings held by the California Funders Strategy Project but, in consultation with DMHC and CDI, requested to discontinue its participation in order to focus on other Charitable Commitment opportunities that were more in line with the overall Charitable Commitment goals set forth in the DMHC Undertakings and the CDI Undertakings;

WHEREAS, Undertaking 20(b)(3) of the DMHC Undertakings and Undertaking 15(b)(3) of the CDI Undertakings provide that UnitedHealth or an affiliate shall commit amounts to be agreed upon by DMHC and CDI for the first six months of 2006 for the purpose of providing Medicare Advantage premium subsidization for dual eligibles;

WHEREAS, because of legal and practical concerns in connection with obtaining timely approvals from all required regulators, UnitedHealth, in consultation with CDI and DMHC, elected not to provide premium subsidization as part of the Charitable Commitment in order to focus on other Charitable Commitment opportunities;


WHEREAS, the parties now desire to enter into this Amendment to clarify that UnitedHealth's commitments made in connection with Undertaking 20(b)(2) and Undertaking 20(b)(3) of the DMHC Undertakings and Undertaking 15(b)(2) and 15(b)(3) of the CDI Undertakings will be reallocated to other charitable purposes, as described more fully in the Memorandum of Understanding in Connection with UnitedHealth Charitable Commitment, dated May 18, 2007 (the "MOU"); and

WHEREAS, this Amendment shall amend both the DMHC Undertakings and the CDI Undertakings.

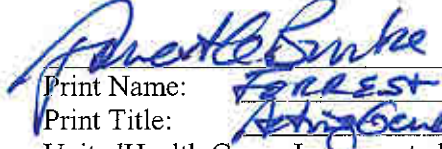
NOW THEREFORE, the parties agree to amend the DMHC Undertakings and the CDI Undertakings as follows:

1. Deletion of Undertakings 20(b)(2) and 20(b)(3) of the DMHC Undertakings and 15(b)(2) and 15(b)(3) of the CDI Undertakings. UnitedHealth, CDI and DMHC agree that, in light of the commitments described in the MOU and practical and legal limitations faced by UnitedHealth, no funding will be provided and no credit toward the Charitable Commitment will be given in connection with: (i) the California Funders Strategic Project, as referenced in Undertaking 20(b)(2) of the DMHC Undertakings and Undertaking 15(b)(2) of the CDI Undertakings, or (ii) the 2006 Medicare Advantage premium subsidization for Dual Eligibles, as referenced in Undertaking 20(b)(3) of the DMHC Undertakings and Undertaking 15(b)(3) of the CDI Undertakings. The text of Undertakings 20(b)(2) and 20(b)(3) of the DMHC Undertakings and 15(b)(2) and 15(b)(3) of the CDI Undertakings shall therefore be deleted in their entirety and replaced with the words "Intentionally Omitted" in order to avoid renumbering the remainder of Undertaking 20(b) and 15(b) of the DMHC Undertakings and CDI Undertakings, respectively.
2. Miscellaneous.
 - (a) Defined Terms. Terms utilized in this Amendment shall have the meaning set forth in the DMHC Undertakings and the CDI Undertakings, as applicable, unless specifically defined in this Amendment.
 - (b) Effect of Amendment. Except as specifically amended herein, the DMHC Undertakings and the CDI Undertakings shall continue as stated.

May __, 2007


Print Name: John E. Burch
Print Title: ASST. TREAS.
PacifiCare Life and Health Insurance Company
5995 Plaza Drive
Cypress, California 90630
Mail stop CA112-0267
Attn: Nancy Monk


May __, 2007


Print Name: Forrest G. Burley
Print Title: Chief General Counsel
UnitedHealth Group Incorporated
9900 Bren Road East
Minnetonka, MN 55343
Attn: Chief Legal Officer


with a copy to

UnitedHealthcare
5901 Lincoln Drive
Edina, MN 55436
Attn: General Counsel


May __, 2007


Print Name: SUSAN L. BERKEL
Print Title: CEO, PACIFIC REGION
PacifiCare Health Systems LLC (formerly Point
Acquisition, LLC)
5995 Plaza Drive
Cypress, California 90630
Mail stop CA112-0267
Attn: Nancy Monk


May __, 2007


Print Name: NANCY J. MONK
Print Title: V.P. REG. & GOVT. AFFAIRS
PacifiCare of California
5995 Plaza Drive
Cypress, California 90630
Mail stop CA112-0267
Attn: Nancy Monk

May 29, 2007


Print Name: DAVID LINK
Print Title: DEPUTY COMMISSIONER
California Department of Insurance
300 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: David Link

May __, 2007


Print Name: Edward G. Weidig
Print Title: Chief Deputy Director
Department of Managed Health Care
980 Ninth Street, Suite 500
Sacramento, CA 95814
Attn: Ellen Badley